

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF TENNESSEE  
AT KNOXVILLE**

THEODUS DAVIS, on behalf of himself	)	
and those similarly situated,	)	Case No. 3:16-cv-674
	)	
<i>Plaintiff,</i>	)	Judge Travis R. McDonough
	)	
v.	)	Magistrate Judge H. Bruce Guyton
	)	
COLONIAL FREIGHT SYSTEMS, INC.	)	
et al.,	)	
	)	
<i>Defendants.</i>	)	

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**ORDER**

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Before the Court is Plaintiffs’ unopposed motion for preliminary approval of the parties’ settlement resolving collective-action claims under the Fair Labor Standards Act (“FLSA”) and class-action claims under the Truth-in-Leasing Act (“TILA”) and Rule 23 of the Federal Rules of Civil Procedure (Doc. 232). Plaintiffs’ motion (Doc. 232) is hereby **GRANTED**. Upon the Court’s review of the FLSA Collective and Class Action Settlement (the “Settlement” or “Settlement Agreement”) (Doc. 232-1) and attached exhibits, it is hereby **ORDERED** as follows:

1. The Court preliminarily approves the Settlement Agreement, including the release of claims, attorneys’ fees, costs, and service payments, as being fair, reasonable and adequate, subject to the Court’s final approval and to the right of Class Members to challenge the fairness, reasonableness or adequacy of the Settlement Agreement and to show cause, if any exists, why a final judgment dismissing this case and all released claims, and awarding attorneys’ fees and

expenses as set forth in the Settlement Agreement, should not be entered following a Final Fairness Hearing.

2. The Forms of the Notices (Docs. 232-2, 232-3) are approved, and it is ordered that they be mailed to the Class by the Claims Administrator pursuant to the procedures set forth in the Settlement Agreement, §§ 7–8.

3. Any Eligible Class Member may opt out of the Settlement by submitting an Opt-out Letter within sixty days of the date the Claims Administrator mails the Notice.

4. Any Eligible Class Member may object to the Settlement by submitting an Objection to the Claims Administrator or by filing same with the Court within sixty days of the date the Claims Administrator mails the Notice.

5. At the termination of the sixty-day Opt-Out period, the Claims Administrator shall serve, on Plaintiffs' and Defendants' counsel, a list of all Opt-Outs and a copy of all Objections received, whether timely or not, by not later three business days after the conclusion of the Opt-out Period, and Plaintiffs' counsel shall then file all timely objections and the number of timely opt-outs with the Court.

6. If more than eight percent of the Settlement Class Members opt out of the Settlement, Defendants may exercise the right to withdraw from the Settlement, and return the parties to the status quo ante and procedural posture which existed prior to the execution of the Settlement Agreement, by filing a notice with the Court, in which case, the parties shall submit a proposed scheduling order to the Court within seven days of Defendant's exercise of its right of withdrawal.

7. Unless Defendant withdraws from the Settlement based on a high opt-out rate,

Plaintiffs' counsel shall file a Motion for Final Approval of the Settlement that includes a proposed final judgment after the Opt-Out Period has ended but no later than **October 7, 2020**. Plaintiffs' counsel shall also e-mail the proposed final judgment to the Court in Microsoft Word .docx format.

8. Based on the deadlines set forth in the Settlement Agreement, a Final Fairness Hearing shall be held at **2:00 pm on October 21, 2020**, at the United States District Court for the Eastern District of Tennessee, 900 Georgia Ave, Chattanooga, Tennessee, before the undersigned, to determine whether the proposed settlement of this action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be finally approved by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and whether this action should be dismissed pursuant to the Settlement.

9. As of the date of entry of this order, all proceedings in this case are stayed until further order of this Court, except as may be necessary to implement the Settlement Agreement.

**SO ORDERED.**

/s/Travis R. McDonough

**TRAVIS R. MCDONOUGH**  
**UNITED STATES DISTRICT JUDGE**